

## SMOKE FREE ADDENDUM

THIS SMOKE FREE ADDENDUM (this "Addendum") to the Apartment Lease dated 03/01/2014 (the "Lease"), by and between Landlord and Resident, is incorporated and made an integral part of the Lease. Any term with its initial letter capitalized and not defined in this Addendum shall have the meaning given to it in the Lease.

- A. Landlord: CHESTNUT HILL ASSOCIATES LIMITED PARTNERSHIP
- B. Resident(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. Community: Chestnut Hill Village(C)-025035
- D. Apartment Home: \_\_\_\_\_  
Philadelphia PA 19118
- E. Smoke-Free Areas: The following areas are designated smoke-free areas:  
\_\_\_\_\_ The Apartment Home  
\_\_\_\_\_ The building in which the Apartment Home is located  
\_\_\_\_\_ All common areas  
☒ The entire Community, including individual Apartment Homes and common areas, except the following areas N/A

RESIDENT HAS READ AND SHALL ABIDE BY ALL OF THE RULES, REGULATIONS AND AGREEMENTS IN THIS ADDENDUM AND THE LEASE.

RESIDENT:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

LANDLORD:

By: \_\_\_\_\_

Name: \_\_\_\_\_

*Print Name*

Title: Authorized Representative

Date: \_\_\_\_\_

RESIDENT AND LANDLORD AGREE AS FOLLOWS:

1. **Purpose of No-Smoking Policy.** The parties want to reduce or eliminate (a) the irritation and known health effects of secondhand smoke; (b) the increased maintenance, cleaning and redecorating costs from smoking, and (c) the increased risk of fire and insurance costs associated with smoking.
  2. **Smoking Definition.** "Smoke" or "Smoking" as those terms are used in this Addendum means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe, or other tobacco product or similar lighted product (including, but not limited to, marijuana) in any manner or in any form.
  3. **Smoke-Free Areas.** Resident, Additional Live-In Residents, guests or invitees may not smoke anywhere in the Smoke-Free Areas. Resident must inform guests and invitees of the no-smoking policy within the Smoke-Free Areas.
  4. **Effect of Breach and Right to Terminate Lease.** Landlord will have the right, but not the obligation, to enforce Resident's obligations under this Addendum. A material breach of this Addendum by Resident will be a material breach of the Lease and grounds for immediate termination of the Lease. Landlord shall also have the right to fine Resident \$250 for each breach of this Addendum. Additionally, Resident will be responsible for any damage caused by Resident's breach of this Addendum. These damages may include (but are not limited to) the cost to clean items discolored or smelling of smoke (such as carpets, draperies, walls and other items), repair burn marks, and remove cigarette butts.
  5. **Landlord Not a Guarantor of Smoke-Free Environment.** Neither Landlord nor Landlord's Representatives guarantee or warranty Resident's health or the smoke-free condition of the designated smoke-free areas. Resident acknowledges that the success of Landlord's efforts to make the designated areas smoke-free is dependent on voluntary compliance by Resident and others.
  6. **Effect on Current Residents.** Residents currently living in designated smoke-free areas under previous leases may not immediately be subject to the no-smoking policy. As current residents in designated smoke-free areas enter into new leases, or convert to month-to-month tenancies, Landlord intends to implement the smoke free policy as to those residents. As current residents in designated smoke-free areas vacate, Landlord intends to implement the smoke-free policy as to those Apartment Homes.
  7. **Disclaimer by Landlord.** Resident acknowledges that Landlord's adoption of a smoke-free living environment and the efforts to designate the Community or portions thereof as smoke-free do not in any way change the standard of care that Landlord would have to Resident's household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Resident's Apartment Home will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or
- (Pennsylvania – Rev. 03/2013)

promise that the Apartment Home or common areas will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are hereby notified that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the Lease.

8. **General.** Except as expressly modified by this Addendum, all terms and conditions of the Lease remain unchanged, and the provisions of the Lease are applicable to the fullest extent not inconsistent with this Addendum. If a conflict between the terms of this Addendum and the Lease exists, the terms of this Addendum shall control the matters specifically governed by this Addendum. If any provision of this Addendum is invalid or unenforceable under applicable law, such provision shall be amended to comply with such law. The reformation of any provision of this Addendum shall not invalidate this Addendum or the Lease. An invalid provision that cannot be reformed shall be severed and the remaining portions of this Addendum shall be enforced. Any breach of the terms of this Addendum shall constitute a breach of the Lease to the same extent and with the same remedies to Landlord as provided in the Lease or otherwise available at law or equity. This Addendum does not limit any of Landlord's rights or remedies stated in the Lease, which are cumulative of those stated in this Addendum.